

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THIRD AVENUE COMMONS LLC,

23 Civ. 1403

Plaintiff,

COMPLAINT

-against-

JURY TRIAL DEMANDED

GOBRANDS, INC. d/b/a Gopuff,

Defendant.
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Plaintiff, by its attorneys, Jaroslawicz & Jaros, LLC, complaining of the defendants alleges as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff is a limited liability company, duly organized and existing under and by virtue of the laws of the State of New York, with its principal place of business in New York.

2. At all times hereinafter mentioned, defendant is a corporation, duly organized and existing under and by virtue of the laws of the State of Delaware, authorized to do business and doing business in the State of New York, with its principal place of business at 537 N. 3rd Street, Philadelphia, Pennsylvania.

JURISDICTION AND VENUE

3. That the amount in controversy exceeds the sum of \$100,000, exclusive of interest and costs.

4. That this Court has jurisdiction over the parties by reason of diversity of citizenship and the amount in controversy, pursuant to 28 U.S.C. 1332.

5. Venue is properly placed in the United States District Court for the Southern District of New York since the plaintiff's place of business is in New York, the defendant does business here, the defendant leased premises here from the plaintiff, and this is the most convenient place for the trial of this action.

THE UNDERLYING FACTS

6. At all times hereinafter mentioned, plaintiff owns the premises known as 2202 Third Avenue, New York, New York.

7. On or about October 12, 2021, defendant signed a lease with the plaintiff for the aforementioned premises.

8. The lease was for ninety months.

9. The amount of rent payments are set forth in the lease (Exhibit A).

10. The lease also required defendant to pay its share of the property tax and water charges.

11. Defendant failed to make rent payments after September 18, 2022.

12. Defendant is also liable for water charges which it has failed to pay (Exhibit B).

13. With respect to the rent, defendant is also liable for interest on the past due rent at 18% per annum for each month past due.

AS AND FOR A FIRST CLAIM FOR RELIEF

14. At the present time, defendant owes the plaintiff for unpaid rent, property tax and water charges in the amount of at least \$137,020.11 plus interest.

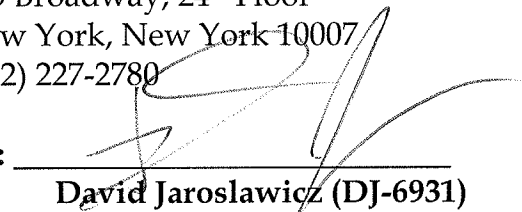
15. Defendant also owes money for construction expenses of \$40,560, and other amounts, all of which will be set forth as the information becomes available.

16. By failing to pay rent, water charges and property tax, construction, other charges, defendant is liable for all monies due, together with legal fees.

17. By reason of the foregoing, plaintiff is entitled to recover all monies due together with legal fees.

WHEREFORE, plaintiff demands judgment against the defendant for all damages properly recoverable in an action of this nature, all together with the costs and disbursements and attorneys' fees of this action.

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By: 
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